

|              |                    |
|--------------|--------------------|
| Pub. Imp.    | _____              |
| Govt. Grant. | _____              |
| Emer.        | <u>  X  </u>       |
| P. Hrngs.    | _____              |
| Pgs.         | <u>  54  </u>      |
| Filed:       | <u>  5-12-09  </u> |

Sponsored by:   Ibarra  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2009-108  

SPECIAL ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE

1 AUTHORIZING the City Manager to enter into and accept a grant from the United  
 2 States Department of Transportation, Federal Aviation Administration, to the  
 3 City, by and through its Airport Board, in the amount of \$14,878,026 for the  
 4 purpose of providing funds for the Springfield-Branson National Airport Board to  
 5 design and construct a new parallel taxiway to the southwest of Runway 14/32 at  
 6 the Springfield-Branson National Airport; amending the budget provided for the  
 7 Springfield-Branson National Airport Board for Fiscal Year 2008-2009 in the  
 8 amount of \$14,878,026; and declaring an emergency.

11  
 12 WHEREAS, the City of Springfield, Missouri, has received approval from the United  
 13 States Department of Transportation, Federal Aviation Administration, on a grant application  
 14 made by the Airport Board to design and construct a new parallel taxiway to the southwest of  
 15 Runway 14/32 at the Springfield-Branson National Airport; and

16  
 17 WHEREAS, this amendment to the budget for the City of Springfield, Missouri, for the  
 18 fiscal year 2008-2009 has been approved and recommended by the City Manager of the City of  
 19 Springfield.

20  
 21 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF  
 22 SPRINGFIELD, MISSOURI, as follows that:

23  
 24 Section 1 – The City Council of the City of Springfield, Missouri, hereby authorizes the  
 25 City Manager to accept a grant, substantially in form and content as that document attached  
 26 hereto and made a part hereof by reference as Exhibit A, and to do all things necessary to carry  
 27 out the grant, including the execution of contracts.

28  
 29 Section 2 – The City Council of the City of Springfield, Missouri, hereby amends the  
 30 budget for Fiscal Year 2008-2009 of the Springfield-Branson National Airport Board, in the

accounts and in the amounts as shown on Budget Adjustment No. 0063, a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

Section 3 – The City Council of the City of Springfield, Missouri, hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that an emergency exists and the budget adjustment herein made is necessary to meet the pressing need for public expenditure.

Section 4 – The City Council of the City of Springfield, Missouri, hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the City Council authorizes the Airport Board, so long as the Department of Aviation has sufficient retained earnings for any additional or matching funds, to accept said additional funding and authorizes the Director of Finance to adjust this appropriation by the additional amount accepted by the Airport Board.

Section 5 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Approved as to form: Sarah Kerner, City Attorney

Approved for Council action: [Signature], City Manager

|                      |       |
|----------------------|-------|
| Aff. Agcy. Noticed   | _____ |
| Emergency Required   | _____ |
| P. Hrngs. Required   | _____ |
| Fiscal Note Required | _____ |
| Board Rec. Required  | _____ |
| IPO Required         | _____ |

EXPLANATION TO COUNCIL BILL NO. 2009-\_\_\_\_\_

ORIGINATING DEPARTMENT: AIRPORT

PURPOSE: To Authorize the City Manager to enter into and accept a grant from the United States Department of Transportation, Federal Aviation Administration, to the City, by and through its Airport Board, in the amount of \$14,878,026 for the purpose of providing funds for the Springfield-Branson National Airport Board to design and construct a new parallel taxiway to the southwest of Runway 14/32 at the Springfield-Branson National Airport; amending the budget provided for the Springfield-Branson National Airport Board for Fiscal Year 2008-2009 in the amount of \$14,878,026; and declaring an emergency.

BACKGROUND INFORMATION:

A taxiway is a paved path connecting runways with ramps, hangars, terminals and other facilities. The Springfield-Branson National Airport currently has two runways and three taxiways. Runway 12/20 has taxiways on both sides; but Runway 14/32 only has a taxiway on its northeast side. This grant will provide funds for the Airport Board to design and construct a taxiway on the southwest side of Runway 14/32. (See the map attached as Exhibit C.)

The objective of this expenditure is to enable aircraft and ground vehicles to travel between the north end of Runway 14/32 and the Midfield Terminal without crossing the runway. This will enhance the safety of aircraft operations at the Airport.

REMARKS:

The United States Department of Transportation, Federal Aviation Administration, has offered the City of Springfield Airport Board a grant of \$14,878,026 for design and construction of a new parallel taxiway to the southwest of Runway 14/32 at the Springfield-Branson National Airport.

This grant will reimburse the Airport for 100% of the total project cost of \$14,878,026. The grant requires no Airport matching funds.

Acceptance of the Grant Offer is required to be accepted on or before May 20, 2009, and returned to the FAA Central Region office immediately.

RECOMMENDATION: Accept grant.

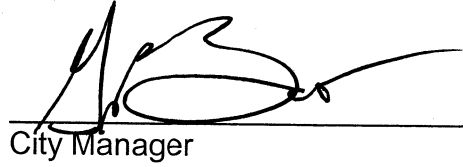
Submitted By:



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Director of Aviation

Approved By:



---

City Manager



U.S. Department of Transportation  
Federal Aviation Administration  
Airports Division

## GRANT AGREEMENT

### Part 1 - Offer

---

Date of Offer

**MAY 6 2009**

**Springfield-Branson National Airport**

**Springfield, Missouri**

**Project No. 3-29-0077-38-2009**

**ECHO Control Number: 69 AA 3028**

**DUNS Number: 024 706 756**

**TO:** City of Springfield, Missouri  
(herein called the "Sponsor")

**FROM:** The **United States of America** (acting through the Federal Aviation Administration,  
herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated February 25, 2009, for a grant of Federal funds for a project at or associated with the Springfield-Branson National Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

**Design and Construct Parallel Taxiway W and Associated Connector Taxiways and Apron (from Runway 14 to Taxiway U)**

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of the American Economic Recovery and Reinvestment Act of 2009, herein called "the Act", to make grants for discretionary projects as authorized by subchapter 1 of Chapter 471 and subchapter 1 of Chapter 475 of Title 49 United States Code, as amended, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, 100 thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$ 14,878,026. For the purposes of any future grant amendments, subject to the availability of funds, which may increase the foregoing maximum obligation of the United States under the provisions of The Act, and applicable provisions of Title 49, United States Code, the following amounts are being specified for this purpose:  

|               |  |
|---------------|--|
| -0-           | for planning   |
| \$ 14,878,026 | for airport development or noise program implementation. |
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under The Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 20, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal Grant Agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with this Grant Agreement.

9. **TRAFFICKING IN PERSONS:**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— February 19, 2008 3

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are February 19, 2008 4 contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102

- 10. **CENTRAL REGION ECHO GRANT PAYMENTS:** The sponsor agrees to:
  - a. Comply with the Central Region ECHO Grant Payment Request Guidelines and Procedures (see AIP Sponsor Guide, Section 1500 Grant Payments) and
  - b. Request cash drawdowns on the ECHO system only when actually needed for reimbursement of eligible project costs and
  - c. Submit timely reports of such disbursements as required.

It is understood that failure to adhere to this provision may cause revocation of the ECHO Control Number.
- 11. **BUY AMERICAN:** Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 12. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108 (b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects;
  - c. May be increased by not more than 15 percent for land projects.
- 13. **LETTER AMENDMENT - DEVELOPMENT:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the grant amount exceeds the expected needs of



the sponsor the grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, if there is an overrun in the eligible project costs, FAA may increase the grant to cover that amount of the overrun not to exceed the statutory fifteen (15%) percent limitation and will advise the sponsor by letter of the increase. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified.

14. **PLANS & SPECIFICATIONS APPROVED:** It is understood and agreed by and between the parties hereto that any reference herein or in the aforesaid Application for Federal Assistance, dated February 25, 2009, to plans and/or specifications shall refer to the plans and/or specifications as approved by the FAA on April 1, 2009.
15. **CONSTRUCTION MANAGEMENT PROGRAM:** The Sponsor agrees to perform the following:
  - a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - 1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - 2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - 3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
    - 4) Qualifications of engineering supervision and construction inspection personnel.
    - 5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - 6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
  - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are.

16. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

**Pavement Maintenance Management Program**

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
- (1) location of all runways, taxiways, and aprons;
  - (2) dimensions;
  - (3) type of pavement, and;
  - (4) year of construction or most recent major rehabilitation. For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.
- b. **Inspection Schedule.**
- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available; i.e. Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", the frequency of inspections may be extended to three years.
  - (2) **Drive By Inspection.** A drive by inspection must be performed a minimum of once per month to detect unexpected changes in pavement condition.
- c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:
- (1) Inspection date,
  - (2) Location,
  - (3) Distress types, and
  - (4) Maintenance scheduled or performed.

(5) For drive by inspections, the date of inspection and any maintenance performed must be recorded.

- d. **Information Retrieval** An airport sponsor may use any form of record keeping it deems appropriate, as long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

17. **RUNWAY PROTECTION ZONES:** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

- a. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
- b. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- c. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones for runways that presently are not under its control within 5 years of this Grant Agreement. Said interest shall provide the protection noted in above Subparagraphs a and b.

18. **ARRA SPECIAL REPORTING REQUIREMENT** – It is agreed and understood that in accepting this Grant Offer, the sponsor acknowledges and agrees that it will provide all reports, in a format and with such frequency as determined by the FAA, for all information related to the administration of this grant as required by Congress or any Federal agency with authority to require such reporting including, but not limited to, that required by Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009. This reporting will include, but not be limited to, schedules, construction progress, project expenditures, job creation, etc. as specified. The sponsor further agrees to provide the FAA with the certifications required by Sections 1201, 1511, and 1607 of the ARRA of 2009 in the format and at the time required by under the Act and related guidance issued by the FAA or another Federal agency. Failure to submit executed certifications required under the Act could affect the award of ER funds.

19. **ARRA - CONTRACT AND NOTICE TO PROCEED** – It is agreed and understood that the Sponsor will have a fully executed contract in place for construction or manufacture of the project described within 15 calendar days of the date of this Grant Offer, and further, that the Sponsor will issue a Notice to Proceed within 30 days of Grant Offer. The Sponsor further agrees and understands if a contract is not executed within 15 days, and/or Notice to Proceed is not given within 30 days of the Grant Offer, the FAA may unilaterally cancel the grant and recover the grant funds for redistribution.

20. **ARRA - GRANT CLOSURE AND RECOVERY** – The FAA may unilaterally close this grant and recover the funds without prejudice if the Sponsor does not comply with any of these Special Conditions or other provisions of the American Recovery and Reinvestment Act of 2009.

21. **ARRA - DRAWDOWNS** – The Sponsor shall make timely payments for costs incurred (construction, engineering, etc.) and shall request payment reimbursement or initiate ECHO drawdowns at least every 30 days as evidence of such payments. Payment requests or drawdowns shall only be for reimbursement of work completed and shall only be required if contractor payments have taken place in the preceding period.
22. **ARRA - PROJECT COMPLETION** – The Sponsor is expected to take all appropriate actions necessary to promptly carry out and complete the project no later than February 16, 2011. For purposes of this Special Condition, the term “completed” means when the contractor or the manufacturer of equipment is finished as evidenced by the project's Final Inspection Report.
23. **ARRA - AMENDMENTS** – It is understood and agreed that this grant can only be amended with funds made available by the American Recovery and Reinvestment Act of 2009, if available. Further, it is understood and agreed that this grant cannot be amended after September 30, 2010.
24. **ARRA – AIRPORT SIGNS** The airport grant recipient of American Recovery and Reinvestment Act of 2009 (ARRA) funds hereby agrees that it will strongly encourage the prime contractor of an airport project funded with ARRA funds to post signs identifying the project as one funded in whole or in part by ARRA funds. Airport signs should be visible to the public using the airport, such as on the main entrance road to the Airport or Terminal. The airport signs should, at a minimum, prominently display the two recovery logos (Recovery.gov and USDOT TIGER). The signs may also contain text explaining that the project is funded, fully or in part with ARRA funds. The signs should be solely used to publicize ARRA funding of an airport project.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by The Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

(Name) [Signature]  
(Title) Manager, Airports Division Central Region

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and, by such acceptance, agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Springfield, Missouri  
(Name of Sponsor)

By \_\_\_\_\_  
(Sponsor's Designated Official Representative)

(SEAL)

Attest: \_\_\_\_\_ Title \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor, do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and The Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

# APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED

2/25/2009

Applicant Identifier

## 1. TYPE OF SUBMISSION

Application

☒ Construction

Pre-application

☐ Construction☐ Non-Construction☐ Non-Construction

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY AGENCY

Federal Identifier

3-29-0077-38-2009

## 5. APPLICANT INFORMATION

Legal Name:

CITY OF SPRINGFIELD, MISSOURI

Organizational Unit: AIRPORT BOARD

Department: SPRINGFIELD-BRANSON NATIONAL AIRPORT

Organizational DUNS: 024706756

Division: ADMINISTRATION

Address:

Street: 5000 W. KEARNEY

Name and telephone of person to be contacted on matters involving this application (give area code)

SUITE 15

Prefix: MR.

First Name: GARY

City: SPRINGFIELD

Middle Name: A.

County: GREENE

Last Name: CYR

State: MISSOURI

Zip Code: 65803

Suffix: SR.

Country: United States

Email: gcyr@flyspringfield.com

## 6. EMPLOYER IDENTIFICATION NUMBER (EIN):

44 - 6000268

Phone Number (give area code)

(417) 869 - 0300

Fax Number (give area code)

(417) 869 - 1031

## 8. TYPE OF APPLICATION

☒ New ☐ Continuation ☐ RevisionIf Revision, enter appropriate letter(s) in box(es)  
(See back of form for description of letters.)
☐ ☐

Other (specify)

## 7. TYPE OF APPLICANT (See back of form for Application Types)

MUNICIPAL

Other (Specify)

## 9. NAME OF FEDERAL AGENCY:

Federal Aviation Administration

## 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.

20 - 106

TITLE (Name of Program): Airport Improvement Program

## 12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

CITY OF SPRINGFIELD, GREENE COUNTY AND 10  
SURROUNDING COUNTIES

## 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

DESIGN AND CONSTRUCT TAXIWAY "W" AND ASSOCIATED  
CONNECTOR TAXIWAYS AND APRON

## 13. PROPOSED PROJECT

Start Date

5/1/2009

Ending Date

12/31/2009

## 14. CONGRESSIONAL DISTRICTS OF:

a. Applicant

SEVENTH

b. Project

SEVENTH

## 15. ESTIMATED FUNDING:

a. Federal

\$ 18,600,000.<sup>00</sup>

b. Applicant

\$ 0.<sup>00</sup>

c. State

\$ .<sup>00</sup>

d. Local

\$ .<sup>00</sup>

e. Other

\$ .<sup>00</sup>

f. Program Income

\$ .<sup>00</sup>

g. TOTAL

\$ 18,600,000.<sup>00</sup>

## 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. ☐THIS PREAPPLICATION/APPLICATION WAS MADE  
AVAILABLE TO THE STATE EXECUTIVE ORDER 12372  
PROCESS FOR REVIEW ON:

DATE : \_\_\_\_\_

b. NO. ☒

PROGRAM IS NOT COVERED BY E.O. 12372

OR PROGRAM HAS NOT BEEN SELECTED BY STATE  
FOR REVIEW

## 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes, If "Yes", attach an explanation☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix MR.

First Name: GARY

Middle Name: A.

Last Name: CYR

Suffix: SR.

b. Title: DIRECTOR OF AVIATION

c. Telephone: 417-869-0300

d. Signature of Authorized Representative:

e. Date Signed: 2/25/2009

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Standard Form 424 (Rev 9-2003)

Prescribed by OMB Circular A-102

## PART II

PROJECT APPROVAL INFORMATION  
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body:  
Priority:Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:  
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes ☐ No ☒

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

X Yes No

Check one: State ☐  
Local ☒  
Regional ☐

Location of Plan: ALP – Office of Director of Aviation

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes ☐ No ☒

See instructions for additional information to be provided

## PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

STATE OF MISSOURI – SGF ZONING STATUTE (ATTACHED)

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

N/A

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

N/A

7. Public Hearings. – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A



## PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NONE

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

EXHIBIT "A" TITLE OPINION ATTACHED, DATED 5/24/2002. THE REMAINING TWO PARCELS NECESSARY TO PROCEED WITH THIS PROJECT WERE ACQUIRED IN 2005. COPIES OF RECORDED GENERAL WARRANTY DEEDS FOR BOTH ARE ATTACHED.

AN UPDATE TO EXHIBIT "A" OF THE AIRPORT LAYOUT PLAN TO INCORPORATE THESE PARCELS AS WELL AS OTHER PROJECT COMPONENTS HAS BEEN SUBMITTED AND IS IN PROCESS.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NOT APPLICABLE

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NOT APPLICABLE

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*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No..... 20.106

2. Functional or Other Breakout..... N/A

**SECTION B - CALCULATION OF FEDERAL GRANT**

| Cost Classification                                      | Use only for revisions |                     | Total Amount Required |
|--|------------------------|---------------------|-----------------------|
|  | Latest Approved Amount | Adjustment + or (-) |                       |
| 1. Administration expense                                | \$                     | \$                  | \$ 5,000              |
| 2. Preliminary expense                                   |                        |                     |                       |
| 3. Land, structures, right-of-way                        |                        |                     |                       |
| 4. Architectural engineering basic fees                  |                        |                     | \$ 2,425,000          |
| 5. Other Architectural engineering fees                  |                        |                     |                       |
| 6. Project inspection fees                               |                        |                     |                       |
| 7. Land development                                      |                        |                     |                       |
| 8. Relocation Expenses                                   |                        |                     |                       |
| 9. Relocation payments to Individuals and Businesses     |                        |                     |                       |
| 10. Demolition and removal                               |                        |                     |                       |
| 11. Construction and project improvement                 |                        |                     | \$ 15,400,000         |
| 12. Equipment  |                        |                     |                       |
| 13. Miscellaneous  |                        |                     |                       |
| 14. Total (Lines 1 through 13)                           |                        |                     |                       |
| 15. Estimated Income (if applicable)                     |                        |                     |                       |
| 16. Net Project Amount (Line 14 minus 15)                |                        |                     | \$ 17,830,000         |
| 17. Less: Ineligible Exclusions                          |                        |                     |                       |
| 18. Add: Contingencies (5%)                              |                        |                     | \$ 770,000            |
| 19. Total Project Amt. (Excluding Rehabilitation Grants) |                        |                     | \$ 18,600,000         |
| 20. Federal Share requested of Line 19                   |                        |                     | \$ 18,600,000         |
| 21. Add Rehabilitation Grants Requested (100 Percent)    |                        |                     |                       |
| 22. Total Federal grant requested (lines 20 & 21)        |                        |                     | \$ 18,600,000         |
| 23. Grantee share  |                        |                     | \$ -                  |
| 24. Other shares   |                        |                     |                       |
| 25. Total Project (Lines 22, 23 & 24)                    | \$                     | \$                  | \$ 18,600,000         |

**SECTION C – EXCLUSIONS**

| Classification | Ineligible for Participation<br>(1) | Excluded From Contingency Provision<br>(2) |
|----------------|-------------------------------------|--|
| a.             | \$                                  | \$   |
| b.             |                                     |  |
| c.             |                                     |  |
| d.             |                                     |  |
| e.             |                                     |  |
| f.             |                                     |  |
| g. Totals      | \$                                  | \$   |

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

|                                  |    |
|----------------------------------|----|
| 27. Grantee Share                | \$ |
| a. Securities                    |    |
| b. Mortgages                     |    |
| c. Appropriations (By Applicant) |    |
| d. Bonds                         |    |
| e. Tax Levies                    |    |
| f. Non Cash                      |    |
| g. Other (Explain)               |    |
| h. TOTAL - Grantee share         |    |
| 28. Other Shares                 |    |
| a. State                         |    |
| b. Other                         |    |
| c. Total Other Shares            |    |
| 29. TOTAL                        | \$ |

**SECTION E – REMARKS****PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

**PART IV**  
**PROGRAM NARRATIVE**  
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : DESIGN AND CONSTRUCT TAXIWAY W AND ASSOCIATED CONNECTOR T/W'S AND APRON**

**AIRPORT : SGF – SPRINGFIELD-BRANSON NATIONAL AIRPORT**

**1. Objective:**

Springfield- Branson National Airport is proposing to design and construct a parallel taxiway (Taxiway "W") and associated connectors from Runway 14/32 to Taxiway "U".

This taxiway will be approximately 6,200' x 75' wide and constructed of 15" thick Portland concrete. This project will include, but is not limited to, the removal and relocating of the glide slope, civil work, removal and replacement of concrete, and airfield lighting installation work. In addition, this taxiway will either include a bypass taxiway connector or a hammerhead to allow aircraft to pass other aircraft for departure.

**2. Benefits Anticipated:**

This taxiway will enhance safety by allowing aircraft to taxi from the midfield terminal to the approach end of Runway 14/32 without crossing an active runway. This project will decrease the number of crossings of an active runway, thus decreasing the number of runway incursions.

**3. Approach : (See approved Scope of Work in Final Application)**

The Airport has developed plans and specifications and will likely advertise for bids in March 2009.

**4. Geographic Location:**

City of Springfield, Greene County, Missouri

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative: (include address & telephone number)**

Gary A. Cyr, Sr., A.A.E.

Director of Aviation

417-869-0300

## ASSURANCES Airport Sponsors

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### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

### C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>

- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

#### **Executive Orders**

Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>  
 Executive Order 11990 - Protection of Wetlands  
 Executive Order 11998 - Flood Plain Management  
 Executive Order 12372 - Intergovernmental Review of Federal Programs.  
 Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>  
 Executive Order 12898 - Environmental Justice

#### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.

- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code. Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

#### 2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### 3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds

available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49,



United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the

project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and

- agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.  
In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - (1) Operating the airport's aeronautical facilities whenever required;
  - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.
 Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate

vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the

public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this

assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections. It will:**

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that**

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.**

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport

showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

- 30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make

available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
  33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
  34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated July 1, 2005 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
  35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
  36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the



airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
  - a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# **CURRENT FAA ADVISORY CIRCULARS FOR BOTH AIP and PFC PROJECTS**

**Dated: 5/1/08**

View the most current versions of these ACs and any associated changes at  
[http://www.faa.gov/airports\\_airtraffic/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/).

| <b>NUMBER</b>                        | <b>TITLE</b>   |
|--------------------------------------|--|
| 70/7460-1K*                          | Obstruction Marking and Lighting   |
| 150/5000-13                          | Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors |
| 150/5020-1                           | Noise Control and Compatibility Planning for Airports  |
| 150/5070-6B                          | Airport Master Plans   |
| 150/5070-7                           | The Airport System Planning Process  |
| 150/5200-28D                         | Notices to Airmen (NOTAMS) for Airport Operators   |
| 150/5200-30A and Changes 1 through 8 | Airport Winter Safety and Operations   |
| 150/5200-33A                         | Hazardous Wildlife Attractants On or Near Airports   |
| 150/5210-5C                          | Painting, Marking and Lighting of Vehicles Used on an Airport  |
| 150/5210-7C                          | Aircraft Fire and Rescue Communications  |
| 150/5210-13B                         | Water Rescue Plans, Facilities, and Equipment  |
| 150/5210-14B                         | Airport Fire and Rescue Personnel Protective Clothing  |
| 150/5210-15                          | Airport Rescue & Firefighting Station Building Design  |
| 150/5210-18A                         | Systems for Interactive Training of Airport Personnel  |
| 150/5210-19                          | Driver's Enhanced Vision System (DEVS)   |
| 150/5220-4B                          | Water Supply Systems for Aircraft Fire and Rescue Protection   |
| 150/5220-10D                         | Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles  |
| 150/5220-13B                         | Runway Surface Condition Sensor Specification Guide  |
| 150/5220-16C                         | Automated Weather Observing Systems for Non-Federal Applications   |
| 150/5220-17A and Change 1            | Design Standards for Aircraft Rescue Firefighting Training Facilities  |
| 150/5220-18                          | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials  |
| 150/5220-20 and Change 1             | Airport Snow and Ice Control Equipment   |
| 150/5220-21B                         | Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments   |
| 150/5220-22A                         | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns  |
| 150/5300-13 and Changes 1 through 12 | Airport Design   |

| NUMBER                               | TITLE  |
|--------------------------------------|--|
| 150/5300-14 B                        | Design of Aircraft Deicing Facilities  |
| 150/5300-16                          | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey             |
| 150/5300-17                          | General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey                     |
| 150/5300-18                          | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5C                          | Airport Drainage   |
| 150/5320-6E                          | Airport Pavement Design and Evaluation   |
| 150/5320-12C and Changes 1 through 7 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces   |
| 150/5320-14                          | Airport Landscaping for Noise Control Purposes   |
| 150/5320-15 A                        | Management of Airport Industrial Waste   |
| 150/5325-4B                          | Runway Length Requirements for Airport Design  |
| 150/5335-5A                          | Standardized Method of Reporting Pavement Strength PCN   |
| 150/5340-1J Change 1                 | Standards for Airport Markings   |
| 150/5340-5B and Change 1             | Segmented Circle Airport Marker System   |
| 150/5340-18E                         | Standards for Airport Sign Systems   |
| 150/5340-30D                         | Design and Installation Details for Airport Visual Aids  |
| 150/5345-3E                          | Specification for L821 Panels for Control of Airport Lighting  |
| 150/5345-5B                          | Circuit Selector Switch  |
| 150/5345-7E                          | Specification for L824 Underground Electrical Cable for Airport Lighting Circuits  |
| 150/5345-10F                         | Specification for Constant Current Regulators Regulator Monitors   |
| 150/5345-12E                         | Specification for Airport and Heliport Beacon  |
| 150/5345-13A                         | Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits   |
| 150/5345-26C                         | Specification for L823 Plug and Receptacle, Cable Connectors   |
| 150/5345-27D                         | Specification for Wind Cone Assemblies   |
| 150/5345-28F                         | Precision Approach Path Indicator (PAPI) Systems   |
| 150/5345-39C                         | FAA Specification L853, Runway and Taxiway Retroreflective Markers   |
| 150/5345-42F                         | Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories  |
| 150/5345-43F                         | Specification for Obstruction Lighting Equipment   |
| 150/5345-44G                         | Specification for Taxiway and Runway Signs   |

| NUMBER                    | TITLE  |
|---------------------------|--|
| 150/5345-45B              | Low-Impact Resistant (LIR) Structures  |
| 150/5345-46C              | Specification for Runway and Taxiway Light Fixtures                                    |
| 150/5345-47B              | Specification for Series to Series Isolation Transformers for Airport Lighting Systems |
| 150/5345-49B              | Specification L854, Radio Control Equipment  |
| 150/5345-50A              | Specification for Portable Runway and Taxiway Lights                                   |
| 150/5345-51A              | Specification for Discharge-Type Flasher Equipment                                     |
| 150/5345-52               | Generic Visual Glideslope Indicators (GVGI)  |
| 150/5345-53C              | Airport Lighting Equipment Certification Program                                       |
| 150/5345-54A and Change 1 | Specification for L-1884 Power and Control Unit for Land and Hold Short                |
| 150/5345-55               | Lighted Visual Aid to Indicate Temporary Runway Closure                                |
| 150/5345-56A              | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)         |
| 150/5360-9                | Planning and Design of Airport Terminal Facilities at NonHub Locations                 |
| 150/5360-12D              | Airport Signing and Graphics   |
| 150/5360-13 and Change 1  | Planning and Design Guidance for Airport Terminal Facilities                           |
| 150/5370-2E               | Operational Safety on Airports During Construction                                     |
| 150/5370-10D              | Standards for Specifying Construction of Airports                                      |
| 150/5370-11A              | Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement            |
| 150/5380-6A               | Guidelines and Procedures for Maintenance of Airport Pavements                         |
| 150/5390-2B               | Heliport Design  |
| 150/5390-3                | Vertiport Design   |
| 150/5395-1                | Seaplane Bases   |

\*This AC is available at <http://www.faa.gov/ats/ata/ai/index.html> or [http://www.airweb.faa.gov/Regulatory and Guidance Library/rqAdvisoryCircular.nsf/MainFrame?OpenFrameSet](http://www.airweb.faa.gov/Regulatory%20and%20Guidance%20Library/rqAdvisoryCircular.nsf/MainFrame?OpenFrameSet).

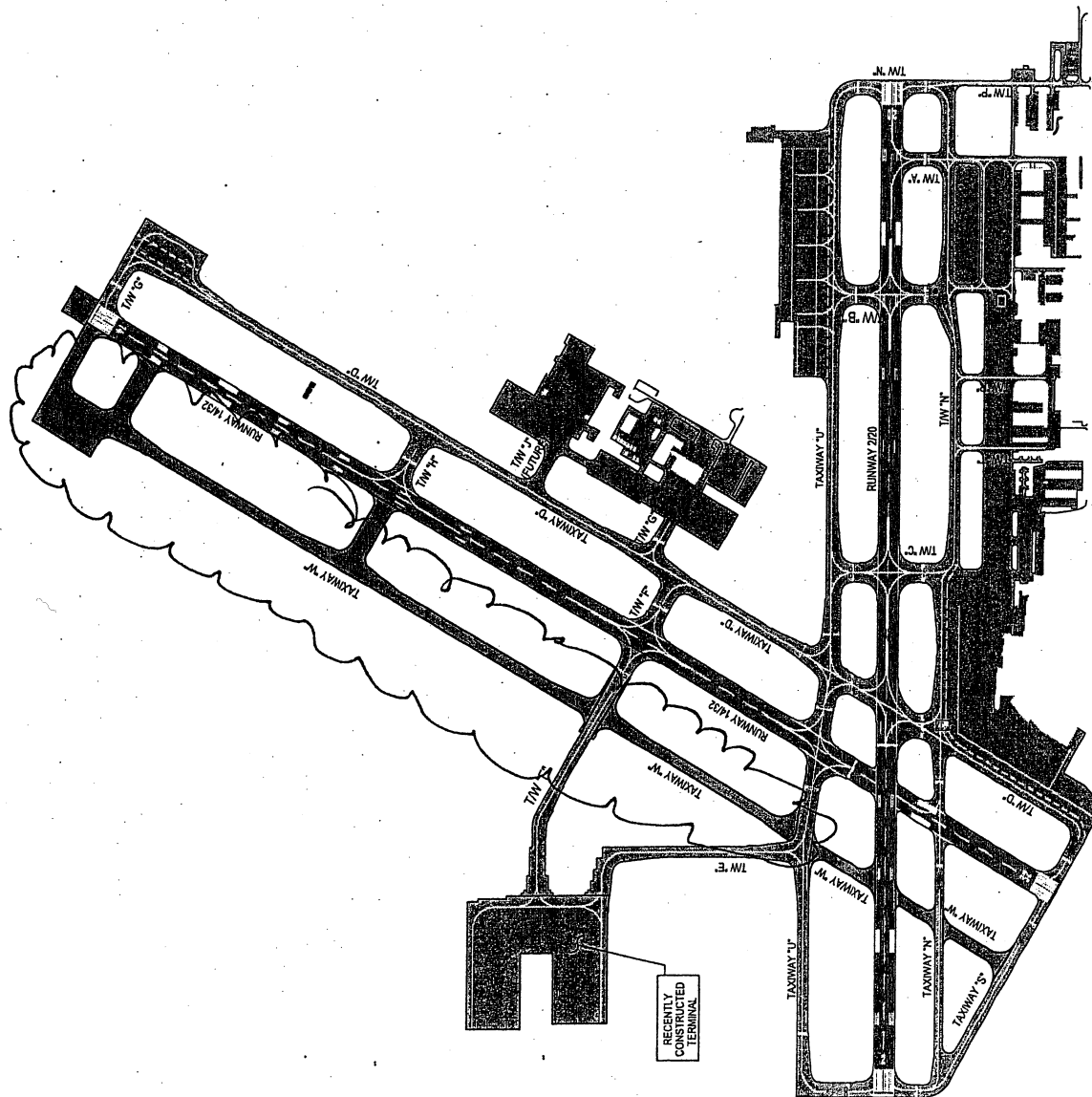
**THE FOLLOWING ADDITIONAL APPLY to AIP PROJECTS ONLY**  
**Dated: 1/8/07**

| <b>NUMBER</b>                       | <b>TITLE</b>   |
|-------------------------------------|--|
| 150/5100-14D                        | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-15A                        | Civil Rights Requirements for the Airport Improvement Program                                |
| 150/5100-17 and Changes 1 through 6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5300-15                         | Use of Value Engineering for Engineering Design of Airports Grant Projects                   |
| 150/5320-17                         | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals                              |
| 150/5370-6B                         | Construction Progress and Inspection Report—Airport Grant Program                            |
| 150/5370-11A                        | Use on Nondestructive Testing Devices in the Evaluation of Airport Pavements                 |
| 150/5370-12                         | Quality Control of Construction for Airport Grant Projects                                   |
| 150/5370-13A                        | Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt                             |
| 150/5380-7A                         | Airport Pavement Management System   |
| 150/5380-8                          | Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements                |

**THE FOLLOWING ADDITIONAL APPLY to PFC PROJECTS ONLY**  
**Dated: 1/8/07**

| <b>NUMBER</b> | <b>TITLE</b>   |
|---------------|--|
| 150/5000-12   | Announcement of Availability—Passenger Facility Charge (PFC) Application (FAA Form 5500-1) |

DESIGN & CONSTRUCT TWY W FROM RWY 14 TO TWY U



Springfield/Branson National Airport  
Taxiway "W", Hammerhead, and By Pass Taxiway  
Preliminary Cost Estimate

| Item   | Item Description                            | Unit | QTY     | Unit Price    | Total           |
|--------|---|------|---------|---------------|-----------------|
| P-102  | Safety and Security                         | LS   | 1       | \$ 100,000.00 | \$ 100,000.00   |
| P-150  | Demolition                                  |      |         |               |                 |
| P-150a | Remove and Relocate Glide Slope             | LS   | 1       | \$ 150,000.00 | \$ 150,000.00   |
| P-150b | Full Depth Sawcut                           | LS   | 1,765   | \$ 8.00       | \$ 14,120.00    |
| P-150c | Remove Underdrain Cleanout                  | EA   | 13      | \$ 100.00     | \$ 1,300.00     |
| P-150d | Remove Existing Inspection Pit              | EA   | 4       | \$ 300.00     | \$ 1,200.00     |
| P-150e | Remove Existing Conduit                     | LF   | 2,300   | \$ 5.00       | \$ 11,500.00    |
| P-150f | Remove Existing Underdrain                  | LF   | 500     | \$ 10.00      | \$ 5,000.00     |
| P-150g | Remove Existing 15" Concrete Pavement       | SY   | 850     | \$ 20.00      | \$ 17,000.00    |
| P-150h | Remove Existing Bituminous Layer            | SY   | 850     | \$ 10.00      | \$ 8,500.00     |
| P-150i | Relocate Windcone                           | EA   | 1       | \$ 10,000.00  | \$ 10,000.00    |
| P-152  | Excavation and Embankment                   |      |         |               |                 |
| P-152a | Subgrade Preparation                        | SY   | 103,650 | \$ 2.50       | \$ 259,125.00   |
| P-152b | Unclassified Excavation                     | CY   | 102,122 | \$ 6.00       | \$ 612,732.00   |
| P-152c | Unsuitable Excavation                       | CY   | 3,200   | \$ 15.00      | \$ 48,000.00    |
| P-152d | Rock Excavation                             | CY   | 85,200  | \$ 20.00      | \$ 1,704,000.00 |
| P-152e | Grading of Swale Between Runway and Taxiway | CY   | 10,000  | \$ 4.00       | \$ 40,000.00    |
| P-155  | Lime Treated Subgrade                       |      |         |               |                 |
| P-155a | 12" Lime Treated Subgrade                   | SY   | 103,650 | \$ 4.00       | \$ 414,600.00   |
| P-155b | Lime  | TON  | 4,115   | \$ 90.00      | \$ 370,350.00   |
| P-156  | Erosion Control                             |      |         |               |                 |
| P-156a | Temporary Erosion Control                   | LS   | 1       | \$ 65,000.00  | \$ 65,000.00    |

Springfield/Branson National Airport  
Taxiway "W", Hammerhead, and By Pass Taxiway  
Preliminary Cost Estimate

| Item         | Item Description                            | Unit | QTY     | Unit Price | Total           |
|--------------|---|------|---------|------------|-----------------|
| <b>P-203</b> | <b>Drainable Base</b>                       |      |         |            |                 |
| P-203a       | 6" Bituminous Drainable Base                | SY   | 95,170  | \$ 15.00   | \$ 1,427,550.00 |
| <b>P-310</b> | <b>Filter Fabric</b>                        |      |         |            |                 |
| P-310a       | Filter Fabric                               | SY   | 103,650 | \$ 3.50    | \$ 362,775.00   |
| <b>P-501</b> | <b>Portland Concrete Cement</b>             |      |         |            |                 |
| P-501a       | Non-Reinforced Portland Cement Concrete     | SY   | 82,810  | \$ 60.00   | \$ 4,968,600.00 |
| P-501b       | Reinforced Portland Cement Concrete         | SY   | 9,680   | \$ 80.00   | \$ 774,400.00   |
| <b>P-602</b> | <b>Bituminous Prime Coat</b>                |      |         |            |                 |
| P-602a       | Bituminous Prime Coat                       | GAL  | 10,392  | \$ 1.00    | \$ 10,392.00    |
| <b>P-603</b> | <b>Bituminous Tack Coat</b>                 |      |         |            |                 |
| P-603a       | Bituminous Tack Coat                        | GAL  | 15,603  | \$ 1.00    | \$ 15,603.00    |
| <b>P-620</b> | <b>Pavement Markings and Signs</b>          |      |         |            |                 |
| P-620a       | Taxiway Paint                               | SF   | 83,584  | \$ 1.25    | \$ 104,480.00   |
| P-620b       | Obliterate Existing Paint                   | SF   | 1,950   | \$ 2.25    | \$ 4,387.50     |
| <b>D-701</b> | <b>Reinforced Concrete Pipe</b>             |      |         |            |                 |
| D-701a       | Remove Existing RCP                         | LF   | 3,500   | \$ 15.00   | \$ 52,500.00    |
| D-701b       | Install 30" RCP                             | LF   | 5,300   | \$ 100.00  | \$ 530,000.00   |
| <b>D-705</b> | <b>Pipe Underdrains for Airport</b>         |      |         |            |                 |
| D-705a       | Install 6" Perforated Polyethylene Pipe     | LF   | 15,750  | \$ 20.00   | \$ 315,000.00   |
| D-705b       | Install 6" Non-Perforated Polyethylene Pipe | LF   | 1,300   | \$ 20.00   | \$ 26,000.00    |



Springfield/Branson National Airport  
Taxiway "W", Hammerhead, and By Pass Taxiway  
Preliminary Cost Estimate

| Item         | Item Description                              | Unit | QTY    | Unit Price  | Total         |
|--------------|---|------|--------|-------------|---------------|
| <b>D-710</b> | <b>Riprap</b>                                 |      |        |             |               |
| D-710 a      | Install Type M Riprap                         | SY   | 300    | \$ 100.00   | \$ 30,000.00  |
| <b>D-751</b> | <b>Inlets and Manholes</b>                    |      |        |             |               |
| D-751a       | Install Underdrain Clean out                  | EA   | 57     | \$ 1,300.00 | \$ 74,100.00  |
| D-751b       | Install Inspection Pit                        | EA   | 6      | \$ 3,000.00 | \$ 18,000.00  |
| D-751c       | Relocate Existing Inspection Pit              | EA   | 6      | \$ 1,500.00 | \$ 9,000.00   |
| D-751d       | Remove Existing Inlets                        | EA   | 9      | \$ 1,000.00 | \$ 9,000.00   |
| D-751e       | Install Inlets, Aircraft Rated                | EA   | 9      | \$ 6,200.00 | \$ 55,800.00  |
| D-751f       | Adjust Existing Sanitary Manholes             | EA   | 2      | \$ 1,500.00 | \$ 3,000.00   |
| <b>F-162</b> | <b>Fencing</b>                                |      |        |             |               |
| F-162a       | Install Temporary Fence                       | LF   | 400    | \$ 12.00    | \$ 4,800.00   |
| <b>T-901</b> | <b>Seeding</b>                                |      |        |             |               |
| T-901a       | Hydromulch and Seed                           | AC   | 19     | \$ 1,350.00 | \$ 24,975.00  |
| <b>T-905</b> | <b>Topsoil</b>                                |      |        |             |               |
| T-905a       | Place 4" Topsoil                              | AC   | 19     | \$ 1,000.00 | \$ 18,500.00  |
| <b>L-108</b> | <b>Electrical Cable</b>                       |      |        |             |               |
| L-108a       | #8 AWG, L-824, Type C, 5000 Volt              | LF   | 37,875 | \$ 3.00     | \$ 113,625.00 |
| L-108b       | #6 Bare Counterpoise Wire                     | LF   | 18,200 | \$ 2.50     | \$ 45,500.00  |
| L-108c       | #6 AWG XHHW, Green 600V, installed in conduit | LF   | 18,950 | \$ 2.50     | \$ 47,375.00  |
| <b>L-110</b> | <b>Electrical Conduit</b>                     |      |        |             |               |

Springfield/Branson National Airport  
Taxiway "W", Hammerhead, and By Pass Taxiway  
Preliminary Cost Estimate

| Item                 | Item Description                            | Unit | QTY    | Unit Price   | Total            |
|----------------------|---|------|--------|--------------|------------------|
| L-110a               | 1-2" PVC Conduit, Direct Earth Buried       | LF   | 14,495 | \$ 25.00     | \$ 362,375.00    |
| L-110b               | 1-2" PVC Conduit, Concrete Encased          | LF   | 3,730  | \$ 30.00     | \$ 111,900.00    |
| L-125                | <b>Airfield Lighting</b>                    |      |        |              |                  |
| L-125a               | Remove Existing Runway Edge Light           | EA   | 6      | \$ 200.00    | \$ 1,200.00      |
| L-125b               | Remove Existing Taxiway Edge Light          | EA   | 18     | \$ 200.00    | \$ 3,600.00      |
| L-125c               | Install Taxiway Edge Light                  | EA   | 142    | \$ 862.00    | \$ 122,400.00    |
| L-125d               | L-858 Sign Unit, 1-Module                   | EA   | 3      | \$ 4,500.00  | \$ 13,500.00     |
| L-125e               | L-858 Sign Unit, 2-Module                   | EA   | 8      | \$ 4,825.00  | \$ 38,600.00     |
| L-125f               | L-858 Sign Unit, 3-Module                   | EA   | 11     | \$ 6,200.00  | \$ 68,200.00     |
| L-125g               | Install Runway Edge Light                   | EA   | 4      | \$ 1,200.00  | \$ 4,800.00      |
| L-125h               | Install Runway Guard Lights                 | EA   | 8      | \$ 5,000.00  | \$ 40,000.00     |
| L-125i               | Install Inpavement Guard Lights             | EA   | 48     | \$ 3,200.00  | \$ 153,600.00    |
| L-125j               | Relocate/Lower Existing Electrical Handhole | EA   | 7      | \$ 2,000.00  | \$ 14,000.00     |
| L-125k               | Concrete Encase Existing Conduit            | LF   | 2,000  | \$ 60.00     | \$ 120,000.00    |
| L-125l               | Temporary Maint. Airfield Lighting System   | LS   | 1      | \$ 4,500.00  | \$ 4,500.00      |
| L-125m               | Install Flush Mounted Runway Light          | EA   | 2      | \$ 1,200.00  | \$ 2,400.00      |
| L-125n               | Concrete Encase Fiber Optic Line            | EA   | 200    | \$ 100.00    | \$ 20,000.00     |
| L-109a               | Update ALCS                                 | LS   | 1      | \$ 3,500.00  | \$ 3,500.00      |
| L-109b               | Miscellaneous Vault Modifications           | LS   | 1      | \$ 1,500.00  | \$ 1,500.00      |
| L-109c               | Constant Current Regulator                  | EA   | 1      | \$ 22,500.00 | \$ 22,500.00     |
| L-109d               | Relocate Existing Electrical Transformers   | EA   | 6      | \$ 1,000.00  | \$ 6,000.00      |
| Item Total           |   |      |        |              | \$ 13,992,364.50 |
| 10% Mobilization     |   |      |        |              | \$ 1,399,236.45  |
| 5% Contingency       |   |      |        |              | \$ 769,580.05    |
| Engineering Fees 15% |   |      |        |              | \$ 2,424,177.15  |

# AVIATION

ENGINEERING & PLANNING

Springfield/Branson National Airport  
Taxiway "W", Hammerhead, and By Pass Taxiway  
Preliminary Cost Estimate

| Item     | Item Description | Unit | QTY | Unit Price | Total         |
|----------|------------------|------|-----|------------|---------------|
| Total \$ |                  |      |     |            | 18,585,358.15 |

hundred and fifty thousand but less than six hundred thousand persons.

As it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. For purposes of this act the following words or phrases shall mean the following:

(1) Airport zone is each area located wholly or in part outside a municipality in a county which is located within the following description:

Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of five hundred feet on a course perpendicular to said centerline to a point; thence to a point two thousand feet to the right of and perpendicular to the centerline extended which point is directly opposite a point ten thousand feet from the end of the runway on the said centerline extended away from the runway; thence to a point two thousand feet to the left of and perpendicular to the centerline extended which point is directly opposite a point ten thousand feet from the end of the runway on the said centerline extended away from the runway; thence to a point five hundred feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

(2) County is county of the first class having a population of more than one hundred and fifty thousand persons but less than six hundred thousand persons.

(3) Dwelling is a building or portion thereof, including mobile homes, designed for residential use and occupancy, including one-family, two-family, multiple family dwellings, boarding houses, or rooming houses.

(4) Municipality is a municipal corporation with a population of more than one hundred fifteen thousand but less than three hundred thousand persons.

(5) Runway is a surface used for landing or taking off of aircraft which is shown on a duly adopted airport master plan of the municipality and includes all such runways shown thereon whether existing or proposed including extension of such runways.

SECTION 2. Notwithstanding any other provision of the law to the contrary, a county in which there is located a municipality which owns an airport served by commercial airlines certificated by the Civil Aeronautics Board of the United States of America shall adopt zoning orders and regulations as set forth in this section, pursuant to procedures in Chapter 64 RSMo and the following provisions shall be deemed to be included in the county zoning order and regulations:

(1) No dwellings shall be permitted to be constructed in an airport zone other than single-family dwellings each of which is on a lot or parcel of land of ten acres or more.

(2) No hospitals, health institutions, clinics, sanitariums, nursing homes, convalescent homes, institutional homes, or other similar facilities shall be permitted to be constructed in an airport zone.

(3) No public or private schools, libraries, sports arena, day care centers, churches or other places of worship, auditoriums or buildings for public assembly or use, theaters or any other similar facility shall be permitted to be constructed in an airport zone.

(4) No building or structure shall be constructed nor shall any growth be maintained which exceeds fifty feet in height in an airport zone; no building or structure shall be constructed nor any growth maintained which is more than one hundred feet in height within any area located outside of an airport zone but located otherwise within an area two thousand feet parallel to and on each side of the centerline of any runway extended ten thousand feet from the end of and away from the runway.

(5) No use or activity shall be conducted in an airport zone which emits radio signals, electronic emissions or interference of any kind with any navigational signal or radio communication between the airport or aircraft; nor anything which makes it difficult for pilots to distinguish airport lights or results in significant reflection of light or glare which impairs pilot visibility or otherwise creates a hazard for aircraft.

SECTION 3. Notwithstanding any other law to the contrary, annexation of land located within an airport zone by any city, town or village other than the municipality which owns the airport is prohibited, nor shall any areas be incorporated in such airport zones.

Approved August 2, 1979.

Effective 90 days after adjournment.

# Springfield-Branson

## REGIONAL AIRPORT

5000 WEST KEARNEY • SUITE 15 • SPRINGFIELD, MISSOURI 65803 • 417 869-0300 • FAX 417 869-1031

May 24, 2002

Mr. Robert D. Hancik, Director of Aviation  
Springfield-Branson Regional Airport  
5000 W. Kearney, Suite 15  
Springfield, MO 65803

Re: Title Opinion Update for Real Property Described in  
Drawing No. AE 104-343R, Dated November 1, 1998, with  
Latest Revision in May, 2002, by Anderson Engineering, Inc.

Mr. Hancik:

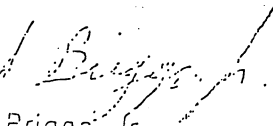
This letter updates the title opinion updates issued by Mr. James L. Briggs, Jr., on February 1, 1999; May 30, 2000; and September 25, 2001, concerning real property depicted in Drawing No. AE 104-343, dated January 8, 1996; Drawing No. AE 104-343R, dated November 1, 1998; and Drawing No. AE 104-343R revised in July, 2001, respectively, and owned by the City of Springfield, Missouri, (herein "City") and constituting the Springfield-Branson Regional Airport.

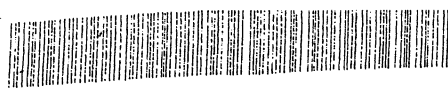
The boundary and perimeter survey used for this title opinion is Drawing No. AE 104-343R, dated November 1, 1998, with latest revision in May, 2002, by Anderson Engineering, Inc. (herein "Drawing"). This Drawing depicts the reduction of Airport land to the Airport passing control, for fair market value, of 165.5 acres of Airport land to the City of Springfield, Missouri, for use as an industrial park.

Springfield-Branson Regional Airport has numerous licenses, leases, and contracts related to the real property on the Airport; but, based upon my personal knowledge, none of them adversely affect the City's possession and control of the Airport.

Based upon the affidavit of Mr. Robert D. Hancik, Director of Aviation, my review of the title documents, and my personal knowledge of the real property transactions at the Airport, as of 8:00 a.m. of the date of this letter, it is my opinion that the City of Springfield, Missouri, continues to hold fee simple title to the real property comprising the Springfield-Branson Regional Airport as shown in the Drawing.

SPRINGFIELD-BRANSON REGIONAL AIRPORT

  
James L. Briggs, Jr.  
Counsel



008251-05

17 FEB 2005 01:46:39pm



Book: 2605  
Page: 008251-05  
2 pages

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Linda S. Montgomery*  
RECORDER OF DEEDS

recmlp

RECORDER OF DEEDS CERTIFICATE  
GREENE COUNTY, MISSOURI  
NON-STANDARD DOCUMENT

This document has been recorded and you have been charged  
the \$25.00 non-standard fee pursuant to RSMo 59310.3.

This Certificate has been added to your document  
in compliance with the laws of the State of Missouri.

Linda S. Montgomery  
Recorder of Deeds  
940 Boonville  
Springfield, Missouri 65802  
417-868-4068

This page has been added as the first page of your document-DO NOT REMOVE

## General Warranty Deed

THIS DEED, Made and entered into this 16th day of February, 2005, by and between  
STEPHEN EUGENE WEST A/K/A STEPHEN E. WEST AND HELEN ANNETTE WEST A/K/A  
ANNETTE WEST, HUSBAND AND WIFE,  
GRANTOR, and CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION,  
BY AND THROUGH ITS AIRPORT BOARD,  
GRANTEE, whose mailing address is: 5000 WEST KEARNEY, SUITE 15  
SPRINGFIELD, MO 65803

Property Address: W. FR 116, SPRINGFIELD, MO 65802

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00)  
other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,  
s hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE. GRANTEE'S heirs and assigns,  
following described lots, tracts and parcels of land situated in the County of GREENE and State of  
Missouri, to wit:

Tract of land containing Four and One-half (4½) acres, more or less, in the West One-half (W½)  
Northwest Quarter (NW¼) of Section Twelve (12), Township Twenty-nine (29) North,  
Range Twenty-three (23) West, Greene County, Missouri, being more particularly described as  
follows: Beginning on the East line, at a point South 2°30'38" West, 1097.00 feet, from the  
Northeast corner of said W½; thence South 2°30'38" West, 490.05 feet; thence North 88°24'50"  
East, 400.00 feet; thence North 2°30'38" East, 490.05 feet; thence South 88°24'50" East, 400.00  
feet to the point of beginning, except any part taken, deeded or used for road or highway  
purposes. Bearings are based upon Grid North of the Missouri Plane Coordinate System.

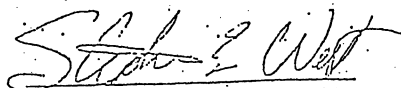
Tract of land containing Two and One-fourth (2¼) acres, more or less, in the East One-half (E½)  
Northwest Quarter (NW¼) of Section Twelve (12), Township Twenty-nine (29) North,  
Range Twenty-three (23) West, Greene County, Missouri, being more particularly described as  
follows: Beginning on the West line, at a point South 2°30'38" West, 1097.00 feet, from the  
Northeast corner of said E½; thence South 88°24'50" East, 200.00 feet; thence South 2°30'38"  
East, 490.05 feet; thence North 88°24'50" West, 200.00 feet; thence North 2°30'38" East, 490.05  
feet to the point of beginning, except any part taken, deeded or used for road or highway  
purposes. Bearings are based on Grid North of the Missouri Plane Coordinate System.

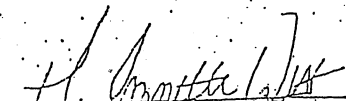
No easements, restrictions, reservations, and covenants of record, if any.

It is further stated that Delores West and Martha D. West are one and the same person.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same  
belonging, unto the said GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR  
hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises  
herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and  
clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims,  
except as stated above and except for all taxes assessments, general and special, not now due and  
payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and  
to GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons  
whosoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR  
GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this  
instrument requires.

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day  
year above written.

  
STEPHEN EUGENE WEST  
A/K/A STEPHEN E. WEST

  
HELEN ANNETTE WEST  
A/K/A H. ANNETTE WEST

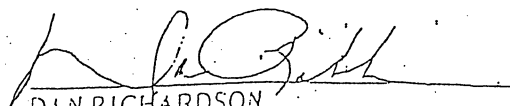
STATE OF MISSOURI

COUNTY OF GREENE

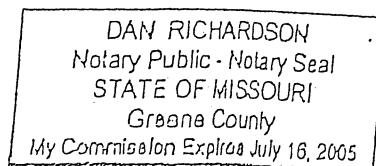
)  
) ss  
)

On this 16th day of February, 2005, before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared STEPHEN EUGENE WEST A/K/A STEPHEN E. WEST  
HELEN ANNETTE WEST A/K/A H. ANNETTE WEST, HUSBAND AND WIFE  
known to be the person(s) described in and who executed the foregoing instrument, and  
declared that they executed the same as their free act and deed, and the said further declared that  
they are married.

In witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and  
year of the certificate above written.

  
DAN RICHARDSON  
Notary Public

My Commission Expires: July 16, 2005







000598-05

05 JAN 2005 02:30:04pm



Book: 2005

Page: 000598-05

2 pages

REAL ESTATE DOCUMENT

GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION*Linda L. Matzen*

RECORDER OF DEEDS

recess

Lincoln-Evans Land Title Company  
File No. 04-G05536

## Trustee's General Warranty Deed

DEED, Made and entered into this 4th day of January, 2005, by and between  
ENCE M. KINDRICK, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF  
ENCE M. KINDRICK DATED OCTOBER 21, 1993 AN UNDIVIDED ONE-HALF (1/2)  
EST AND HILDA N. KINDRICK, TRUSTEE UNDER REVOCABLE TRUST  
MENT OF HILDA N. KINDRICK DATED OCTOBER 21, 1993 AN UNDIVIDED ONE-  
1/2) INTEREST, as GRANTOR, a trust, and CITY OF SPRINGFIELD, MISSOURI BY  
ROUGH ITS AIRPORT BOARD,  
ITEE, whose mailing address is: 5000 WEST KEARNEY, SUITE 15  
SPRINGFIELD, MO. 65803.

Address: STATE HWY EE, SPRINGFIELD, MO

TNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00)  
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,  
y Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns,  
ng described lots, tracts and parcels of land situated in the County of GREENE and State of  
o wit:

orth One-half (N $\frac{1}{2}$ ) of the following described real property: The East half (E $\frac{1}{2}$ ) of the  
Quarter (SW $\frac{1}{4}$ ) of Section Twelve (12), Township Twenty-nine (29), Range Twenty-  
n Greene County, Missouri, except any part taken, deeded or used for road, street or  
rposes.

sements, restrictions, reservations, and covenants of record, if any.

NTOR's liability under this Deed in respect to any covenants or warranties is specifically  
assets of the trust estate held by grantor as Trustee under the aforesaid Trust created by  
M. KINDRICK, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF  
M. KINDRICK DATED OCTOBER 21, 1993 AN UNDIVIDED ONE-HALF (1/2)  
AND HILDA N. KINDRICK, TRUSTEE UNDER REVOCABLE TRUST  
T OF HILDA N. KINDRICK DATED OCTOBER 21, 1993 AN UNDIVIDED ONE-  
TEREST, a trust.

04-G05536  
LINCOLN-EVANS LAND TITLE CO. INC.3256 S. FREMONT  
SPRINGFIELD, MO 65804

This deed is executed pursuant to the powers of the aforesaid Trust, which remains in full force and effect as of the date of this deed.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and to GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this deed requires.

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day year above written.

CLARENCE M. KINDRICK, TRUSTEE UNDER  
REVOCABLE TRUST AGREEMENT OF  
CLARENCE M. KINDRICK DATED OCTOBER  
21, 1993 AN UNDIVIDED ONE-HALF (1/2)  
INTEREST AND HILDA N. KINDRICK, TRUSTEE  
UNDER REVOCABLE TRUST AGREEMENT OF  
HILDA N. KINDRICK DATED OCTOBER 21, 1993  
AN UNDIVIDED ONE-HALF (1/2) INTEREST.

Clarence M. Kindrick Trustee  
CLARENCE M. KINDRICK, TRUSTEE

Hilda N. Kindrick Trustee  
HILDA N. KINDRICK, TRUSTEE

STATE OF MISSOURI )

CITY OF GREENE )

On this 4th day of January, 2005, before me appeared CLARENCE M. KINDRICK, TRUSTEE  
UNDER REVOCABLE TRUST AGREEMENT OF CLARENCE M. KINDRICK DATED  
OCTOBER 21, 1993 AN UNDIVIDED ONE-HALF (1/2) INTEREST AND HILDA N.  
KINDRICK, TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF HILDA N.  
KINDRICK DATED OCTOBER 21, 1993 AN UNDIVIDED ONE-HALF (1/2) INTEREST, to me  
personally known, and acknowledged that the instrument was signed on behalf of the Trust Estate, that  
the instrument is the free act and deed of the Trust, that he/she/they has/have full authority to execute  
the instrument on behalf of the Trust and that the Trust Estate is in full force and effect at the time of  
execution of this deed, never having been revoked or terminated.

Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last  
written.

DAN RICHARDSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
Commission Expires July 16, 2005

Dan Richardson  
Dan Richardson  
Notary Public

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Springfield, Missouri

(Sponsor)

Springfield-Branson Nat'l Airport

(Airport)

3-29-0077-38-2009

(Project Number)

Description of Work:

Design and Construct Taxiway "W" and Associated Connector Taxiways and Apron

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

|  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. An ongoing drug-free awareness program has been or will be established to inform employees about:   |                                     |                          |                          |
| a. The dangers of drug abuse in the workplace;   |                                     |                          |                          |
| b. The sponsor's policy of maintaining a drug-free workplace;  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Any available drug counseling, rehabilitation, and employee assistance programs; and  |                                     |                          |                          |
| d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.  |                                     |                          |                          |
| 3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:   |                                     |                          |                          |
| a. Abide by the terms of the statement; and  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.   |                                     |                          |                          |

Yes No N/A

5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. ☒ ☐ ☐
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or ☒ ☐ ☐
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. ☒ ☐ ☐

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

|                 | Location                  | Location | Location |
|-----------------|---------------------------|----------|----------|
| Street Address: | 5000 W. Kearney, Suite 15 |          |          |
| City:           | Springfield               |          |          |
| State:          | Missouri                  |          |          |
| Zip code:       | 65803                     |          |          |

City of Springfield, Missouri

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Gary A. Cyr, Sr., A.A.E.

Type Name of Sponsor's Designated Official Representative

Director of Aviation

Typed Title of Sponsor's Designated Official Representative

2/25/2009

Date of Signature

Exhibit B

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

BA Number

0063

Revenues: TC24

| Fund | Org  | Acct. | Amount     | Description  | F/G |
|------|------|-------|------------|--|-----|
| 5141 | 7411 | 45010 | 14,878,026 | Grant from Federal Aviation<br>Construction of New Taxiway "W"<br>100% Funding |     |

Net Revenue Adjustment 14,878,026

Expenditures: TC27

| Fund | Org  | Acct. | Amount     | Description                 | F/G |
|------|------|-------|------------|-----------------------------|-----|
| 5141 | 7411 | 58810 | 14,878,026 | Construction of Taxiway "W" |     |

Net Expenditure Adjustment 14,878,026

Fund Balance

| Fund | Fund Title | Amount |
|------|------------|--------|
|------|------------|--------|

EXPLANATION:

To appropriate grant from Federal Aviation Administration to construct Taxiway "W" (AIP Grant # 3-29-077-38)

REQUESTED BY:

DEPARTMENT HEAD

DATE

APPROVED BY:

DIRECTOR OF FINANCE

DATE

AUTHORIZATION:

COUNCIL BILL

EFFECTIVE DATE

CITY MANAGER

DATE

